AGREEMENT BETWEEN NATIONAL FIRE SPRINKLER ASSOCIATION, INC. AND

SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 550,
BOSTON, MASSACHUSETTS
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE

PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

This Agreement made this 16th day of September, 2013 by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union 550 (hereinafter referred to as "Union").

<u>TERRITORY</u>: The territory embraced in this Agreement shall include the following cities and towns and shall consist of two (2) zones as described in Sections B and C.

SECTION A: The following territories shall be considered in Local 550's territory:

ABINGTON ATTLEBORG ACTON AVON ACUSHNET AYER ALLERTON BARNSTABI AMESBURY BEDFORD ANDOVER BEECHWOO AQUINNAH BELLINGHA ARLINGTON BELMONT ASHLAND BERKLEY ATTLEBORO BERLIN	BILLERICA BLACKSTONE LE/HYANNIS BOLTON BOSTON DD BOURNE	BREWSTER BRIDGEWATER BROCKTON BROOKLINE BRYANTVILLE BURLINGTON BYFIELD CAMBRIDGE CANTON CARLISLE
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CARVER	HAMILTON	MONPONSETT	SALISBURY
CEDAR	HANOVER	NABNASSETT	SANDWICH
CHATHAM	HANSON	NAHANT	SAUGUS
CHELMSFORD	HARVARD	NANTASKET	SCITUATE
CHELSEA	HARWICH	NANTUCKET	SCONSET
CHILMARK	HAVERHILL	NATICK	SEEKONK
CHOCHITUATE	HINGHAM	NEEDHAM	SHARON
CLINTON	HOLBROOK	NEW BEDFORD	SHELDONVILLE
COHASSET	HOLLISTON	NEWBURY	SHERBORN
COLLINVILLE	HOPEDALE	NEWBURYPORT	SHIRLEY
CONCORD	HOPKINTON	NEWTON	SHREWSBURY
CORDVILLE	HUDSON	NORFOLK	SOMERSET
DANVERS	HULL	NORTH ANDOVER	SOMERVILLE
DARTMOUTH	HUMAROCK	NORTH ATTLEBORO	SOUTH ACTON
DEDHAM	IPSWICH	NORTH BELLINGHAM	SOUTH BELLINGHAM
DENNIS	KINGSTON	NORTH EASTON	SOUTH GROVELAND
DIGHTON	LAKEVILLE	NORTH HANOVER	SOUTH HAMILTON
DOVER	LANCASTER	NORTH READING	SOUTH LYNNFIELD
DRACUT	LAWRENCE	NORTH UXBRIDGE	SOUTH SUDBURY
DUNSTABLE	LEXINGTON	NORTH WILMINGTON	SOUTH WEYMOUTH
DUXBURY	LINCOLN	NORTH WOBURN	SOUTHBORO
EAST BRIDGEWATER	LOWELL	NORTHBORO	STILL RIVER
EAST FOXBORO	LYNN	NORTON	STONEHAM
EAST WEYMOUTH	LYNNFIELD	NORTON STATION	STOUGHTON
EASTHAM	MADDEQUET	NORWELL	STOW
EASTON	MALDEN	NORWOOD	SUDBURY
EASTONDALE	MANCHESTER BY THE	NUTTING LAKE	SWAMPSCOTT
EDGARTOWN	SEA	OAK BLUFFS	SWANSEA
ESSEX	MANSFIELD	OCEAN BLUFF	TAUNTON
EVERETT	MARBLEHEAD	ORLEANS	TEWKSBURY
FAIRHAVEN	MARION	PEABODY	TISBURY
FALL RIVER	MARLBORO	PEMBROKE	TOPSFIELD
FALMOUTH	MARSHFIELD	PEPPERELL	TRURO
FARNSVILLE	MASHPEE	PINEHURST	TYNGSBORO
FAYVILLE	MATTAPOISETT	PLAINVILLE	UPTON
FORGE VALLEY	MAYNARD	PLYMOUTH	UXBRIDGE
FOXBORO	MEDFIELD	PLYMPTON	WAKEFIELD
FRAMINGHAM	MEDFORD	PROVINCETOWN	WALPOLE
FRANKLIN	MEDWAY	QUINCY	WALTHAM
FREETOWN	MELROSE	RANDOLPH	WAREHAM
GAY HEAD	MENDON	RAYNHAM	WATERTOWN
GEORGETOWN	MERRIMAC	READING	WAYLAND
GLOUCESTER	MERRIMACPORT	READVILLE	WELLESLEY
GOSNOLD	METHUEN	REVERE	WENHAM
GRAFTON	MIDDLEBORO	ROCHESTER	WEST ACTON
GRANITVILLE	MIDDLETON	ROCKLAND	WEST BOYLSTON
GREENBUSH	MILFORD	ROCKPORT	WEST BRIDGEWATER
GROTON	MILLIS	ROWLAND	WEST HANOVER
GROVELAND	MILLVILLE	ROWLEY	WEST NEWBURY
HALIFAX	MILTON	SALEM	WEST TISBURY
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WESTBOROUGH WESTWOOD WILMINGTON WOBURN WESTFORD WEYMOUTH WINCHESTER WOODVILLE WESTON WHITINSVILLE WINNECONNEL WRENTHAM WESTPORT WHITMAN WINTHROP YARMOUTH

SECTION B: Effective October 1, 2013, the following towns will be designated as

Zone 1:

ABINGTON	DUNSTALE	MARSHFIELD	QUINCY
ACTON	DUXBURY	MAYNARD	RANDOLPH
ALLERTON	EAST	MEDFIELD	RAYNHAM
ARLINGTON	BRIDGEWATER	MEDFORD	READING
ASHLAND	EAST FOXBORO	MEDWAY	READVILLE
ATTLEBORO	EAST WEYMOUTH	MELROSE	REVERE
ATTLEBORO	EASTON	MENDON	ROCKLAND
FALLS	EASTONDALE	MIDDLEBORO	ROWLAND
AVON	EVERETT	MILFORD	SAUGUS
AYER	FARNSVILLE	MILLIS	SCITUATE
BEDFORD	FAYVILLE	MILLVILLE	SHARON
BEECHWOOD	FORGE VALLEY	MILTON	SHELDONVILLE
BELLINGHAM .	FOXBORO	MINOT	SHERBORN
BELMONT	FRAMINGHAM	MONPONSETT	SHIRLEY
BERLIN	FRANKLIN	NABNASSETT	SHREWSBURY
BILLERICA	GRAFTON	NAHANT	SOMERVILLE
BLACKSTONE	GRANITVILLE	NANTASKET	SOUTH ACTON
BOLTON	GREENBUSH	NATICK	SO BELLINGHAM
BOSTON	GROTON	NEEDHAM	SO GROVELAND
BOXBOROUGH	HALIFAX	NEWTON	SOUTH HAMILTON
BOYLSTON	HANOVER	NORFOLK	SO LYNNFIELD
BRAINTREE	HANSON	NO ATTLEBORO	SO SUDBURY
BRIDGEWATER	HARVARD	NO BELLINGHAM	SO WEYMOUTH
BROCKTON	HINGHAM	NORTHBORO	SOUTHBORO
BROOKLINE	HOLBROOK	NO EASTON	STILL RIVER
BRYANTVILLE	HOLLISTON	NO HANOVER	STONEHAM
BURLINGTON	HOPEDALE	NO READING	STOUGHTON
CAMBRIDGE	HOPKINTON	NO UXBRIDGE	STOW
CANTON	HUDSON	NO WILMINGTON	SUDBURY
CARLISLE	HULL	NO WOBURN	SWAMPSCOTT
CEDAR	HUMAROCK	NORTON	TAUNTON
CHELMSFORD	KINGSTON	NORTON STATION	TEWKSBURY
CHELSEA	LAKEVILLE	NORWELL	TYNGSBORO
CHOCHITUATE	LANCASTER	NORWOOD	UPTON
CLINTON	LEXINGTON	NUTTINGLAKE	UZBRIDGE
COHASSET	LINCOLN	OCEAN BLUFF	WAKEFIELD
COLLINVILLE	LOWELL	PEMBROKE	WALPOLE
CONCORD	LYNN	PEPPERELL	WALTHAM
CORDVILLE	LYNNFIELD	PINEHURST	WATERTOWN
DEDHAM	MALDEN	PLAINVILLE	WAYLAND
DOVER	MANSFIELD	PLYMOUTH	WELLESLEY
DRACUT	MARLBORO	PLYMPTON	WEST ACTON

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WEST BOYLSTON WESTFORD WHITMAN WOBURN WOODVILLE WEST WESTON WILMINGTON BRIDGEWATER WESTWOOD WINCHESTER WRENTHAM WEST HANOVER WEYMOUTH WINNECONNEL WESTBORO WHITINSVILLE WINTHROP

SECTION C: Effective March 1, 2015, the following towns will be designated as **Zone 2**:

ACUSHNET **GAY HEAD** OAK BLUFFS **AMESBURY** GEORGETOWN **ORLEANS PEABODY** ANDOVER **GLOUCESTER AOUINNAH** GOSNOLD **PROVINCETOWN** BARNSTABLE/HYANNIS GROVELAND ROCHESTER BERKLEY HAMILTON ROCKPORT **BEVERLY** HARWICH ROWLEY BOURNE HAVERHILL SALEM **BOXFORD IPSWICH** SALISBURY BREWSTER **LAWRENCE** SANDWICH **BYFIELD MADDEOUET** SCONSET MANCHESTER BY THE SEA CARVER SEEKONK MARBLEHEAD **CHATHAM** SOMERSET MARION **CHILMARK SWANSEA MASHPEE DANVERS** TISBURY **MATTAPOISETT** DARTMOUTH TOPSFIELD MERRIMAC **DENNIS** TRURO MERRIMACPORT DIGHTON WAREHAM **METHUEN EASTHAM** WENHAM **MIDDLETON EDGARTOWN** WEST NEWBURY **ESSEX** NANTUCKET WEST TISBURY **NEW BEDFORD** WESTPORT **FAIRHAVEN NEWBURY** FALLRIVER YARMOUTH NEWBURYPORT **FALMOUTH**

NORTH ANDOVER

FREETOWN

^{*}Prior to March 1, 2015, Zone 2 will be divided into Zones 2A and 2B. Zone 2A will consist of those towns in the Reduced Rate Area as designated in Collective Bargaining Agreement dated September 16, 2010. Zone 2B will consist of the Cape and the Islands and the towns of Seekonk, Somerset and Swansea. Effective March 1, 2015, Zones 2A and 2B will be merged into one to create Zone 2.

SECTION A:

WAGES ZONE 1:

Effective October 1, 2013, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Fifty-Three Dollars and Fifty-Eight Cents (\$53.58) per hour.

Effective March 1, 2014, there will be an economic increase of One Dollar (\$1.00) per hour.

Effective October 1, 2014, there will be an economic increase of One Dollar and Fifteen Cents (\$1.15) per hour.

Effective March 1, 2015, there will be an economic increase of One Dollar (\$1.00) per hour.

Effective October 1, 2015, there will be an economic increase of One Dollar Fifteen Cents (\$1.15) per hour.

Effective March 1, 2016, there will be an economic increase of One Dollar (\$1.00)

Effective October 1, 2016, there will be an economic increase of One Dollar and Fifteen Cents (\$1.15).

Effective March 1, 2017, there will be an economic increase of One Dollar (\$1.00)

SECTION B: WAGES – ZONE 2

ZONE 2A:

Effective October 1, 2013, the wage rate to be paid in the area designated as the Reduced Rate Area as delineated in Article 6, Section B of the Collective Bargaining Agreement dated September 16, 2010, shall be Forty-Eight Dollars and Twenty-Two Cents (\$48.22) per hour. The Reduced Rate Area shall be referred to as Zone 2A for the purposes of this Agreement.

Effective March 1, 2014, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2014, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2015, there will be an economic increase of Ninety Cents (\$.90) per hour

Effective October 1, 2015, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2016, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2016, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2017, there will be an economic increase of Ninety Cents (\$.90) per hour.

ZONE 2B:

Effective October 1, 2013, the Cape and the Islands (former Zone 3) and the towns of Seekonk, Somerset, and Swansea (former Zone 4) shall be referred to as Zone 2B for the purposes of this Agreement. The wage rate to be paid in Zone 2B shall be Thirty-Nine Dollars and Sixty-Two Cents (\$39.62) per hour.

Effective March 1, 2014, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour.

Effective October 1, 2014, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour.

Effective March 1, 2015, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour

Effective October 1, 2015, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2016, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2016, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2017, there will be an economic increase of Ninety Cents (\$.90) per hour.

SECTION C: It is the intent of all parties to this Agreement to increase the wage rate in the areas designated as Zones 2A and 2B to Ninety Percent (90%) of the Zone 1 wage rate, effective March 1, 2015.

MATERIALS AND EQUIPMENT AND FABRICATION: The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling and

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installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

All brazing and soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by journeymen or apprentices on the job site.

The preparation of pipe for mechanical fittings may be performed in the factory. The attachment of the mechanical fittings to said pipe shall be performed in the field by employees covered by this collective bargaining agreement. Preparation of pipe for use with plain-end fittings shall be done on the job site.

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<u>APPRENTICESHIP</u>: Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen (1:3); two (2) apprentices for each six (6) journeymen (2:6); three (3) apprentices for each nine (9) journeymen, etc.

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JURISDICTION OF WORK: The work of the sprinkler fitter and/or apprentice on the job site shall consist of the preparation and installation of all fire protection and fire control systems including the unloading, handling by hand and power equipment, including the cutting, grooving, taping and doping of all sprinkler pipe and heads including the laying out of all pipe including

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the handling and installation of all rods and hangars pertaining to the sprinkler system preparation of pipe or related equipment or material, including moving said material, equipment or stock from place to place on a job site and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, back flow preventers, diesel, gas and electric fire pumps, exhaust and fuel lines, hose cabinets and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems, dry chemical systems, CO-2, gaseous fire suppression systems (e.g.) halon, FM 200 and foam used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, residential supply tanks, testing of fire pumps, the locating of and cutting or coring of all holes for piping, the typical caulking and fire safing of holes for piping and the dismantling of sprinkler pipe, but excluding steam fire protection systems and standpipes not connected to automatic sprinkler systems.

The above paragraph reflecting the understanding that "the locating and cutting or coring of all holes for piping" language will not preclude a sprinkler contractor from using a sub contractor as long as a journeyman sprinkler fitter is used with each core driller.

<u>HEALTH AND WELFARE</u>: It is mutually agreed that a Welfare Fund has been established for the members of Local 550 on a National Automatic Sprinkler Industry basis.

Effective September 16, 2013, each contractor shall pay to the Fund Eight Dollars and Forty-Two Cents (\$8.42) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. Sixty Cents (\$0.60) of the above-mentioned contribution is to be applied to the National Automatic Sprinkler Industry Welfare Fund – Retired Employee Subsidy Account (RESA).

Effective January 1, 2016, each contractor shall pay to the Fund Eight Dollars and Sixty-Seven Cents (\$8.67) per hour for all hours worked by all employees who came under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. Sixty Cents (\$.60) of the above-mentioned contribution is to be applied to the National Automatic Sprinkler Industry Welfare Fund — Retired Employee Subsidy Account (RESA). This increase shall be funded from the existing economic package, with no additional cost to the employer.

The contractor or the Association party to this Agreement shall not be responsible for any expense or costs beyond this hourly contribution as set forth herein.

ARTICLE 22

<u>PENSION</u>: It is mutually agreed that a Pension Fund has been established on a National Automatic Sprinkler Industry basis for those employees whose wages are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor as a party to this Agreement shall pay to the fund Five Dollars Fifty Cents (\$5.50) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2013.

Effective January 1, 2014, contribution rate shall increase by Twenty-Five Cents (\$.25) to Five Dollars Seventy-Five Cents (\$5.75) per hour. This increase shall be funded from the existing economic package, with no additional cost to the employer.

Effective January 1, 2015, contribution rate shall increase by Fifteen Cents (\$.15) to Five Dollars Ninety Cents (\$5.90) per hour. This increase shall be funded from the existing economic package, with no increased cost to the employer.

Effective January 1, 2016, contribution rate shall increase by Fifteen Cents (\$.15) to Six Dollars Five Cents (\$6.05) per hour. This increase shall be funded from the existing economic package, with no increased cost to the employer.

The contractor or the Association party to this Agreement shall not be responsible for any expense or costs beyond this hourly contribution as set forth herein.

ARTICLE 23

ASSENT OF HEALTH AND WELFARE AND PENSION: In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 550, Boston, Massachusetts, although not a party to the Local 669 Agreement, does hereby join in and does subscribe to the Declaration of Trusts of the National Automatic Sprinkler Industry Welfare Fund and the National Automatic Sprinkler Industry Pension Fund made between the National Fire Sprinkler Association, Inc. and Local Union 669 and agrees to be bound by any amendments thereto and the employers to this Agreement with Sprinkler Fitters Local Union No. 550, Boston, Massachusetts, agree to make contributions in the amounts as set forth in this Agreement to the Trustees as provided by the Trust Agreement between the National Fire Sprinkler Association, Inc. and Local Union 669, and further, the parties hereto authorize said parties of the 669 Agreement to name Trustees and successor Trustees to administer said Welfare and Pension Fund, hereby ratifies and accepts such Trustees in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

ARTICLE 24

DURATION OF AGREEMENT: The duration of this Agreement shall be from September 16, 2013 to September 15, 2017.

section.

ARTICLE 32

ANNUITY FUND: It is mutually agreed that an Annuity Fund is hereby established for those employees whose wages are covered by this collective bargaining agreement.

ZONES 1 and 2A: For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the Fund Seven Dollars and Ten Cents (\$7.10) per hour for all hours worked by all employees who work in Zone 1 and Zone 2A covered by this collective bargaining agreement effective on and after September 16, 2013.

ZONE 2B: For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the Fund Six Dollars and Thirty-Four Cents (\$6.34) per hour for all hours worked by all employees covered by this collective bargaining agreement effective on and after October 1, 2013, who work in Zone 2B.

Increases to Annuity Fund contribution for Zone 2B should be calculated as follows:

Effective March 1, 2014, Twenty-Six Cents per hour for all hours worked.

Effective October 1, 2014, Twenty-Five Cents per hour for all hours worked.

Effective March 1, 2015, Twenty-Five Cents per hour for all hours worked.

It is the intent of all parties to this Agreement to increase the Annuity contribution in Zone 2B to be equal to that of Zones 1 and 2A.

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Dated this 15t day of October

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For the Party of the First Part NATIONAL FIRE SPRINKLER ASSOCIATION, INC. For the Party of the Second Part SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 550, BOSTON, MASSACHUSETTS

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